

Memorandum



Date: November 1, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(N)(40)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name of the Mayor.

Subject: Joint Participation Agreement Between Miami-Dade County and the Town of Medley to Provide the Town of Medley with Funding in an Amount up to \$1,000,000.00 for the Construction of Road Improvements Along NW 89 Avenue from NW 93 Street to NW 95 Street and NW 93 Street from NW 89 Avenue to NW 87 Avenue

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between Miami-Dade County (County) and the Town of Medley (Town) to reimburse the Town up to \$1,000,000.00 for the construction of a road improvement project along NW 89 Avenue from NW 93 Street to NW 95 Street and NW 93 Street from NW 89 Avenue to NW 87 Avenue (Project).

SCOPE

The Project lies within the Town in Commissioner Jose "Pepe" Diaz's District 12.

FISCAL IMPACT

The construction cost estimate for the Project is \$3,168,452.38. The County will provide up to \$1,000,000.00 from Road Impact Fee District 1 funds. The funding index code is CPEMT01C.BCC12C.RWIDEN.99122, and the Capital project number is 2000000540 (Site S3000012). The balance of the Project's construction costs will be provided by the Town.

TRACK RECORD/MONITOR

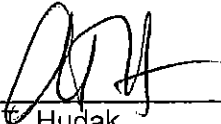
The County will utilize the resources of the Town to contract and construct the Project on a reimbursable basis. The Project will be assigned to Bassam Moubayed, CFM, Chief of the Construction Division, Department of Transportation and Public Works (DTPW), who will oversee construction inspections conducted by DTPW staff before the release of construction funds is recommended.

Whenever County funds are used, the Town agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise Goods and Services Program, the Small Business Enterprise Architecture and Engineering Program, the Small Business Enterprise Construction Services Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). The work covered under this JPA has been reviewed by the County's Small Business Development Division. A Contract Measure Recommendation of 11.7 percent SBE-Construction was established.

BACKGROUND

The Town has requested that the construction of the Project be expedited to address roadway capacity and drainage needs. The Project includes widening NW 89 Avenue from NW 93 Street to NW 95 Street and NW 93 Street from NW 89 Avenue to NW 87 Avenue to three (3) lanes. The Town is providing the design of the Project at its sole expense. This JPA provides partial funding for the construction of the Project. The balance of Project's construction costs will be provided by the Town.

On June 6, 2016, the Town Council adopted Resolution No. C-1410, approving this JPA. The Town will implement a Public Involvement Plan (PIP) to provide information to property owners, tenants, and area residents for major work to be performed in the area. Construction of the improvements is scheduled to commence in October 2016.



Alina F. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(40)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(40)
11-1-16

RESOLUTION NO. _____

RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MEDLEY TO PROVIDE THE TOWN OF MEDLEY WITH FUNDING IN AN AMOUNT UP TO \$1,000,000.00 FOR THE CONSTRUCTION OF ROAD IMPROVEMENTS ALONG NW 89 AVENUE FROM NW 93 STREET TO NW 95 STREET AND NW 93 STREET FROM NW 89 AVENUE TO NW 87 AVENUE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, both the Town of Medley (Town) and Miami-Dade County (County) wish to facilitate a road improvement project along NW 89 Avenue from NW 93 Street to NW 95 Street and NW 93 Street from NW 89 Avenue to NW 87 Avenue,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Joint Participation Agreement between the County and the Town providing up to \$1,000,000.00 to the Town for eligible expenses incurred in the construction of these improvements, in substantially the form attached hereto and made part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of the County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

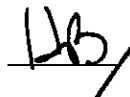
The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Hugo Benitez

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MEDLEY
NW 89 AVENUE FROM NW 93 STREET TO NW 95 STREET AND
NW 93 STREET FROM NW 89 AVENUE TO NW 87 AVENUE**

This AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the TOWN OF MEDLEY, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Town", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The widening of NW 89 Avenue from NW 93 Street to NW 95 Street and NW 93 Street from NW 89 Avenue to NW 87 Avenue to a three (3) lane roadway; and

WHEREAS, the County wishes to utilize the resources of the Town to contract and construct the Project, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

RESPONSIBILITIES OF TOWN:

- 1.1. **Design:** The Town shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or Town, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works Director. The Town's design consultant shall be made available to County at the Town's expense solely to review shop drawings and perform required post-design services, limited to Project design.
- 1.2. **Permits and Approvals:** The Town shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Town shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Town shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Town shall not pay for any permits required by the Miami-Dade County Department of Transportation and Public Works.
- 1.3. **Right-of-Way:** The Town shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.
- 1.4. **Public Information and Involvement:** The Town will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business

signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. The Town shall submit a copy of the PIP to the County Department of Transportation and Public Works Director for review and concurrence prior to its implementation.

Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Miami-Dade County Implementing Order 10-13.

- 1.5. **Publicity:** By the acceptance of these funds, the Town agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Town shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The Town shall submit sample or mock up of such publicity or materials to the County for review and approval. The Town shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

1.6. **Accounting:** The Town shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The Town agrees to permit the County auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. These records shall be made available to the County for inspection within ten (10) business days upon written receipt of a written request from the County.

1.7. **Construction:** The Town shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Town may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Town's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing Town contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Town shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the Town shall contact the County Department of Transportation and Public Works Capital Improvements Section and provide all necessary documentation to ensure this compliance.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Town as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved in writing by designated representatives of the County and Town. The commitment for the expenditures of any contingency funds shall not be made by the Town without the prior written approval of the County Department of Transportation and Public Works Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the Town to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Town and the Town's determination of the most advantageous bid or proposal, the Town shall provide said evaluation to the County Department of Transportation and Public Works Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Department of Transportation and Public Works Director. The County agrees that the selection, retention, and discharge of such contractor shall be the responsibility of the Town.

- 1.8. **Claims and Change Orders:** The Town shall notify the County Department of Transportation and Public Works Director in writing when claims or change

orders arise. The Town shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the Town.

- 1.9. **Construction Administration and Inspection:** The Town shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Town may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's Inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Department of Transportation and Public Works Director shall have final authority subsequent to an independent final inspection by the County. The Town's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Town shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Town and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Department of Transportation and Public Works Director.

- 1.10. **Maintenance:** The Town shall be solely responsible for maintenance upon completion of the Project.

- 1.11. **Coordination with Miami-Dade County Public Schools:** Due to potential safety, operational and bus transportation impacts, the Town shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.

2. RESPONSIBILITIES OF COUNTY:

- 2.1. **Funding Amount, Reimbursement of Project Costs:** The construction cost estimate for the Project is \$3,168,452.38 (this amount includes ten percent (10%) contingency). The County agrees to provide funds up to \$1,000,000.00 for eligible costs, as defined herein, incurred by the Town for the construction of the Project. The County shall disburse to the Town funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners. The Town shall not be obligated to commence work should the bid amount exceed the funding provided by the County. If the bid amount exceeds the funding amount, the Town reserves its rights to reject all bids and re-bid the Project.

- 2.2. **County Payments of Project Costs:** The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$1,000,000.00	Road Impact Fee District 1	2015-2016

2.3. Project Cost Adjustments: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost may be required in the future, and that at the option of the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the amount of County funds required as stated in Section 2.1, amendments may be executed by the Town Mayor and the County Mayor or County Mayor's designee without the need for approval by the Town Council and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

3. ELIGIBLE COSTS: The parties agree that only the below identified costs that may be incurred by the Town that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County in County road improvement projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design, construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the Town may request County reimbursement only to a maximum amount

corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

4. **SCHEDULE AND MANNER OF REIMBURSEMENTS:** Upon execution of the Agreement, the Town shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Town shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Department of Transportation and Public Works Director. Quarterly disbursement of County funds to the Town shall be based upon Town invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The quarterly submittal for invoices shall also include a certified copy of payment to Sub-Contracted firms.

5. **COMPLIANCE WITH LAWS:** The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. **BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT:** Whenever County funds are used, the Town agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise Goods and Services Program, the Small Business Enterprise Architecture and Engineering Program, the

Small Business Enterprise Construction Services Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the Town agrees to abide by the applicable contract measure recommendation(s) established by the County's Internal Services Department (ISD), Small Business Development Division Project Worksheet for the participation of specified business entities and/or trades and for CWP requirements, as administered by the County's ISD. ISD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Code. Notwithstanding the foregoing, the parties acknowledge and agree that the Resident First Training and Employment Program shall not be applicable to this Agreement and the Town shall have no obligation to comply with such program provided the funding amount provided by the County does not exceed \$1,000,000.00.

7. **PROJECT SIGNAGE:** The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Road Impact Fees, in coordination with the Town, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.
8. **INDEMNIFICATION:** To the extent authorized by Florida law, the Town hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all

the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the Town, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the Town to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Town for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Town to perform the work, the Town shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the Town, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit.

The Town agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damages recovered by the County which is attributable to an expenditure by the Town shall be returned to the Town by the County, within sixty (60) business days of receipt.

9. DISPUTE RESOLUTION, APPLICABLE LAW: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each party will bear its own attorney's fees.

10. ENTIRE AGREEMENT, AMENDMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

11. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a

matter of judicial construction, be construed more severely against one of the parties from the other.

12. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the Town or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

13. NOTICES: Any and all notices required to be given under this agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Department of Transportation and Public Works
c/o Director
Miami-Dade County
701 NW 1 Court, Suite 1700
Miami, Florida 33136
(786) 469-5406

To the Town:

Attention: Roberto Martell, Mayor
Town of Medley
7777 NW 72 Avenue
Medley, Florida 33166
(305) 397-7361

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written,

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____ BY: _____
Deputy Clerk County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency _____
County Attorney

ATTEST:

TOWN OF MEDLEY, a municipal
corporation of the State of Florida

BY: Herlina Taboada BY: Roberto Martell
Herlina Taboada Roberto Martell
Town Clerk Mayor

(Affix Town Seal)

Approved by Town Attorney
as to form and legal sufficiency _____
Town Attorney

RESOLUTION C-1410

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA APPROVING A JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY FOR A ROAD WIDENING IMPROVEMENT PROJECT FOR PORTIONS OF NW 89 AVENUE AND NW 93 STREET; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Medley (Town") and Miami-Dade County ("County") wish to facilitate and cooperate in the construction of a road improvement project for the widening of NW 89th Avenue from NW 93rd Street to NW 95th Street, and NW 93rd Street from NW 89th Avenue to NW 87th Avenue (Project"); and

WHEREAS, the Town and County wish to enter into a Joint Participation Agreement for the Project, substantially in the form attached hereto as Exhibit "A" (the "Agreement"), providing for the parties' obligations with respect to the Project; and

WHEREAS, the Agreement provides for the Town to design, permit and construct the Project, and maintenance of the roads, with the County providing funds up to the amount of \$1,000,000 for eligible Project costs; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to approve the Agreement with the County for the Project, and proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MEDLEY, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Town Mayor Authorized; Agreement Approved.** The Town Mayor is hereby authorized to enter into the Agreement with the County for the Project, substantially in the form attached hereto as Exhibit "A" , subject to final approval as to form, content, and legal sufficiency by the Town Mayor and Town Attorney.

Section 3. **Implementation of Agreement.** The Town Mayor and Town Officials are authorized to take any and all necessary action to implement the Agreement, the Project and the purposes of this Resolution.

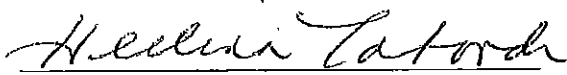
Section 5. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 6th day of June, 2016.



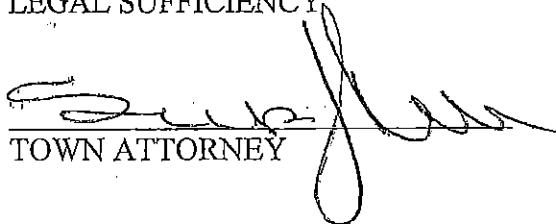
ROBERTO MARTELL, MAYOR

ATTEST:



HERLINA TABOADA, TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



TOWN ATTORNEY

SUMMARY OF THE VOTE

Mayor Roberto Martell	<u>yes</u>
Vice-Mayor Jack Morrow	<u>yes</u>
Councilperson Edgar Ayala	<u>yes</u>
Councilperson Griselia DiGiacomo	<u>yes</u>
Councilperson Susana Guasch	<u>yes</u>